

Chapter 3: Procurement

Introduction

This section contains instructions and forms used for procurement procedures that will aid grantees (cities, counties or sub-grantees such as special districts, associations, and nonprofits) in the solicitation and contracting of professional services (i.e., grant administrators, engineers, architects, surveyors, landscape architects, and construction managers); construction services for Rural Community Block Grant funded projects.

The chapter is broken into two sections:

Section A – Grant Administrator and Design Professional Procurement Process

Section B- Construction and Supply and Delivery Procurement Process

Applicable Laws and Regulations

Idaho Code Title 67, Chapter 28 – purchasing by political subdivisions

Idaho Code Title 54, Chapters 1218, 1902, & 1926 - public works contracting

Idaho Code Title 67, Chapter 2320 - design professional qualification based selection

Grantees are responsible for the settlement and satisfaction of all contractual and administrative issues of procurement entered into in connection with Rural Community Block Grant programs. These responsibilities include ensuring all contracts funded in whole or in part with Rural Community Block Grant funds are awarded in accordance with state law. Procurement procedures for the Rural Community Block Grant program are to be conducted in accordance with Idaho Code.

Chapter 3 – Section A

Rural Community Block Grant Administrator and Design Professional Procurement Process

Rural Community Block Grant funds can be used to pay for the services of a certified grant administrator and licensed design professional. The Grantee may choose to contract out for professional services or perform these services with their own staff (force account).

If the Grantee determines to contract out for grant administration and design professional services in order for these services to be eligible for Rural Community Block Grant funding, a Grantee must follow state procurement laws. This process is known as Qualification Based Selection (QBS). Qualification Based Selection is the selection of professional services based on qualifications as established and valued in the Request for Proposals.

If the Grantee determines to use force account, Rural Community Block Grant funds can be used to reimburse their services to the project. Detailed documentation of the rate of pay, hours worked, and signed time sheets will need to be provided. Any force account labor used will need to be a certified or licensed professional.

Forms in this appendix include:

- Detailed Request for Proposals for Administrative Services
- Request for Proposals for Administrative Services, published ad
- Evaluation rating form for recording scoring of proposals
- Sample of Professional Services Contract
- Detailed Request for Proposals for Design Professional Services
- Request for Proposals for Design Professional Services – published ad
- Interview Questions
- Rural Community Block Grant Agreement Attachment between Owner and Design Professional

These forms are designed to allow grantees to fill in the blanks and are very helpful when utilized during the process of procurement of professional services.

GRANT ADMINISTRATION PROCUREMENT

Typical duties that a grant administrator will provide: Define the project / Determine project eligibility / Pre-Development / Efficiently integrate Rural Community Block Grant with other funding / Prepare a Rural Community Block Grant application / Assist in presentations / Ensure all procurement, property acquisition, bidding, financial management, and citizen participation comply with applicable state regulations during the course of the project / Resolve compliance problems / Maintain files / Prepare and submit reports.

Small Purchase Procedure (estimated cost \$25,000 or less)

The Grantee can procure grant administrative services from any certified grant administrator believed to provide the best value. Grantee procedures can guide procurement.

Competitive Negotiation/Proposals (estimated cost over \$25,000)

The competitive negotiation method of procurement must be utilized if the amount of grant administration work exceeds \$25,000. In order for these services to be Rural Community Block Grant eligible the Grantee must follow the qualification based selection (QBS) format process that is identified under the design professional's procurement process – **with exception, the RFP does not have to be published it can be distributed in writing via mail, fax, or email to at least three certified grant administrators.**

A grant administrator's Request for Proposal and administrative contract (which can be used under small purchase procedure) are included in the chapter exhibits which differs from the design professional's Request for Proposal and contract attachment.

DESIGN PROFESSIONAL PROCUREMENT

Almost all Rural Community Block Grant projects will need the services of at least one design professional. Design professionals are required to be licensed by the state of Idaho. A sample of design professional services, but not limited to, are listed below:

Prepare a facility study / Conduct feasibility analysis and environmental assessments / Plan, design, and engineering of construction project / Prepare bidding documents / Design project within budgetary constraints and applicable regulatory codes / Cost estimation / Scheduling / Bidding activities / On-site observation of construction work / Consult with owner regarding construction progress and quality / Conduct inspection of work / Prepare punch list / Provide warranty inspection / Compose an operation and maintenance manual.

Small Purchase Procedure (estimated cost \$25,000 or less)

The Grantee can procure design professional services from any licensed design professional believed to provide the best value. Grantee procedures can guide procurement.

Competitive Negotiation/Proposals (estimated cost over \$25,000)

The competitive negotiation method of procurement must be utilized if the amount of design professional work exceeds \$25,000. In order for these services to be Rural Community Block Grant eligible the Grantee must follow the Qualification Base Selection (QBS) format for competitive negotiation.

Follow the Qualification Base Selection format as provided below.

Step 1- Prepare a Request For Proposal (See Exhibits A, C and F. Request For Proposal for Design Professional).

The evaluations of design professionals should be based on the following qualification based standard criteria. The Request for Proposal must include all criteria that will be used to evaluate proposals and the points associated with each criterion. Each criterion has a point range from 10 to 30. It is up to the grantee to determine the value of each criterion (between 10 to 30 points) for a total 100 points

The following criteria shall be used for the selection of **design professionals**:

- A. Capability to Perform Project (i.e. firm's history, areas of expertise, address of office that will manage project, length of time in business, firm's legal structure, state licensing, firm's commitment to provide necessary resources to perform and complete project).
(10-30 pts.)
- B. Relevant Project Experience (i.e. description of other projects executed by the firm that demonstrate relevant experience. List of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm's performance on the project).
(10-30 pts.)
- C. Qualifications of Project Team (i.e. resumé for the key people assigned to the project including sub consultants. Key personnel roles and responsibilities on this project: Identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact).
(10-30 pts.)
- D. Project Approach and Schedule (i.e. the tasks that must be accomplished to complete the project. How the firm proposes to execute the tasks. Unique aspects of the project and alternative approaches the owner might wish to consider).
(10-30 pts.)

Optional – Grantees may elect to add this additional evaluation criterion:

- E. Selection Committee Interview (See Exhibit G – Interview Questions). Firms should be asked to make brief presentations covering their relevant experience, their understanding of the project requirements, and their own approach to designing and supervising the job.
(10-30 pts.)

Total Points Possible = 110-130

Step 2 - Advertise a Request For Proposal (See Exhibits B and D – Request For Proposal Design Professional Services)

Cities and Counties – The first publication of the Request for Proposal shall be at least two weeks before the proposal submission due date. The Request for Proposal shall be published at least twice, not less than one week apart, in a local newspaper of general circulation. If part of the project funding is from a Local Improvement District or Business Improvement District additional publications may be required.

Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city or county

- A. Distribute complete Request for Proposals to interested parties responding to advertisement (see exhibits at end of this chapter).
- B. There is different Request for Proposal solicitation scenarios that can be used on Rural Community Block Grant projects. Grantees can seek design professional services for either a specific Rural Community Block Grant funded project or for services for a period of time (limited to three years), or establish a qualified list of design professionals.

Step 3 - Ranking of Proposals

- A. Upon receiving the proposals, rank the design professionals' proposals based on criteria established in the Request for Proposal. This does include the written proposal and oral interview given to the selection committee. (See Exhibit G – Sample Interview Questions.)

Note: If the community receives a high number of proposals, the selection committee has the option to interview the top three firms based on the ranking of the written proposals.

- B. At least three people must be on the selection committee. Individual rating sheets must be completed and signed (See Exhibit E – Evaluation Rating Sheet). No member of the selection committee can have an affiliation with a bidder submitting a proposal.
- C. Complete a Summary Rating Sheet to determine the highest ranked firm. Do not forget to check references of each firm. Determine the highest scoring firm, which is a combination of a written proposal and interview (if utilized) points as averaged by the committee. Point totals should be an average of all rating sheets (See Exhibit E – Evaluation Rating Sheet).

EXAMPLE:	<u>Selection Committee</u>			
<u>Design Professionals</u>	<u>Joe</u>	<u>Carol</u>	<u>Jordan</u>	<u>Total</u>
Moody Blues Engineers	120	116	110	$346/3 = 115.3$
Three Dog Night Assoc.	115	107	113	$335/3 = 111.6$
The Who Engineering	110	106	105	$321/3 = 107$
Fick Planners	101	95	91	$287/3 = 95.6$

Highest Ranking Firm = Moody Blues Engineers

Step 4 - Negotiate and Execute Contract

- A. Contact highest ranked firm and negotiate an agreement, a detailed scope of work, fee, and schedule. If agreement cannot be reached with the first-ranked firm, the grantee can move on to negotiate with the second-ranked firm and so on.
- B. Before execution of the contract the grantee must provide documentation of the solicitation, copies of the evaluation forms, and a draft of the contract to Idaho Commerce and Labor for review and approval.
- C. Execute agreement with the Rural Community Block Grant Agreement Attachment between Owner and Design Professional (See Exhibit H). Send signature page to Idaho Commerce and Labor. No payment will be made for design professional services until signed contract is received.

**EXHIBITS
For
Chapter 3- Section A**

**Idaho Rural Community Block Grant Administrator and Design Professional Procurement
Process**

	<u>Exhibit Name</u>	<u>Page No.</u>
A	Request for Proposals for Administrative Services (Sample Format)	11
B	Request for Proposals for Administrative Services (Published Ad)	15
C	Request for Proposals for Professional Services (Sample Format)	17
D	Request for Proposals for Professional Services (Published Ad)	21
E	Evaluation Rating Sheet	23
F	Grant Administrative Services Contract	25
G	Interview Questions	33
H	Rural Community Block Grant Agreement Attachment between Owner and Design Professional	35

Exhibit: A

This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.

REQUEST FOR PROPOSALS FOR ADMINISTRATIVE SERVICES
(Sample Format)

The City/County/Tribe of _____ is seeking assistance in planning, developing, grant writing, and administering a project for (description of project including purpose, location, time frame, and present status).

The City Council/County Commission of _____ is soliciting proposals for services to assist the city/county/tribe in planning, developing, obtaining and managing federal funds for the completion of this project. The agreement will be on a lump sum, fixed price or cost reimbursement "not to exceed" basis, with payment terms to be negotiated with the selected bidder. Reimbursement for grant administration activities will be contingent on the city/county/tribe receiving Rural Community Block Grant funds.

Services to be provided include:

1. Grant Writing to include: (services not eligible for Rural Community Block Grant funding)
 - a. Project planning and development
 - b. Preparing Rural Community Block Grant application
2. Grant administration to include: (services eligible for Rural Community Block Grant funding)
 - a. Establishing and maintaining project files and preparing all documentation and reports required for administration of the grant.
 - b. Assisting the city/county/tribe with the selection of a project's design professional, in conformance with applicable Rural Community Block Grant procurement requirements, including the preparation and advertisement of a request for proposals (RFP).
 - c. Assist the city/county/tribe and design professional in preparing and conducting project bidding documents, bid advertisement, pre-bid meeting, bid opening, and tabulation. Help city/county/tribe determine if bids are responsive and if low bidder is responsible.
 - d. Reviewing all proposed project expenditures to ensure their propriety and proper allocation to the project budget.
 - e. Participating in the public hearings, preconstruction conference and construction progress meetings.

- f. Attending city/county/tribal meetings to provide project status reports and represent the project at any other public meetings deemed necessary.
- g. Preparing all required performance reports and closeout documents and assisting the city/county/tribe with determination of applicable audit requirements.
- h. Assist and verify jobs created and retained and assist in preparing job documentation reports.
- i. Help to ensure effective communication between all parties involved with the project.
- j. Assist city/county/tribe with property or easement procurement.

The services will not include the disbursement or accounting of funds distributed by the City/County/Tribe's financial officer, legal advice, fiscal audits or assistance with activities not related to the project.

Responses should include, and will be evaluated according to, the following criteria:

1. Capability to Perform Project (i.e. firm's history, areas of expertise, address of office that will manage project, length of time in business, firm's legal structure, firm's commitment to provide necessary resources to perform and complete project).
(10-30 pts.)
2. Relevant Project Experience (i.e. description of other projects executed by the firm that demonstrate relevant experience. List of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm's performance on the project).
(10-30 pts.)
3. Qualifications of Project Team (i.e. resumé for the key people assigned to the project including sub consultants. Key personnel roles and responsibilities on this project. Identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact).
(10-30 pts.)
4. Project Approach and Schedule (i.e. the tasks that must be accomplished to complete the project. How the firm proposes to execute the tasks. Unique aspects of the project and alternative approaches the owner might wish to consider).
(10-30 pts.)

5. Selection Committee Interview. (Optional) Firms should be asked to make brief presentations covering their relevant experience, their understanding of the project's requirements and their own approach to designing and supervising the job.

(10-30 pts.)

Total Points Possible = 100

Selection of finalists to be interviewed will be based on an evaluation of the written (and interview) responses. Award will be made to the most qualified bidder whom is deemed most advantageous to the _____ City/County/Tribe, all evaluation criteria considered. Unsuccessful bidder will be notified as soon as possible.

Questions and responses should be directed to:

Mayor/Commissioner _____
P.O. Box _____
_____, Idaho _____ (zip code).

All responses must be postmarked no later than _____ (date).
Please state "Project Name and Administrative Services Proposal" on the outside of the response package.

The City Council/County Commission/Tribe of _____ reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

Exhibit: B**REQUEST FOR PROPOSALS FOR ADMINISTRATIVE SERVICES**

(Published Advertisement)

Publication necessary if grant administrative services are expected to be over \$25,000

The City/County/Tribe of _____ is requesting proposals from qualified consultants for the planning, development, grant writing, and administration of a (project description).

The City/County/Tribe of _____ anticipates applying for federal grant assistance to fund the project.

Proposals will be evaluated and ranked on the following criteria. The maximum point value of each criterion is shown in the parentheses:

- 1) Capability to Perform Project ()
- 2) Relevant Project Experience ()
- 3) Qualifications of Project Team ()
- 4) Project Approach and Schedule ()
- 5) Selection Committee Interview (Optional) ()

The relative importance of each area is shown in parentheses.

Proposals must be post marked by or submitted to the office of the _____ City/County Clerk by 5:00 p.m. (MST), _____ (date), 200__.

Office of the City/County Clerk

_____ City Hall/County Courthouse

Address

City, State, Zip Code

_____, Chief Elected Official
(Mayor/Commissioner Name)

Published:

_____ (date of first publishing)

_____ (date of second publishing)

Exhibit: C

This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.

Request for Proposals for Engineering or Architectural Services

The City/County/Tribe of _____ is seeking assistance in engineering services for (description of project including purpose, scope, location, projected completion date, and present status).

The City Council/County/Tribe Commission of _____ is soliciting proposals for engineering services to assist the city/county/tribe with preliminary engineering, design engineering, and supervising construction of this project in compliance with requirements under applicable federal programs. The agreement will be on a firm fixed price or cost reimbursement "not to exceed" basis, with payment terms to be negotiated with the selected bidder.

The services to be provided will include:

1. Assist the owner with planning of the project. This may include partial or all information compiled in a facilities study or preliminary architectural feasibility report.
2. Consult with owner on project components that would best fit their current and future needs and ability to operate and maintain.
3. Designing, and engineering of construction project. Project design to include all structural, mechanical, electrical, and related systems.
4. Surveying of project site.
5. Preparing of drawings, specifications, schedule, and cost estimates. Updating schedule and cost estimates as necessary.
6. Preparing bidding documents in conformance with applicable federal and state requirements and applicable building codes. Supervising the bid advertising, conducting pre-bid meeting, issuing of addendum, preparation of bid tabulation, assisting in bid opening, and advising on bids.
7. Advise on issuing of Notice to Proceed. Conducting the pre-construction conference and progress meetings.
8. Consulting with Owner regarding construction progress and quality.
9. On-site observation of construction work, submittal review, and preparing inspection reports.

10. Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body.
11. Participate with Owner and contractors on construction progress meetings.
12. Review and approve substantial completion certification. Prepare punch list Conduct final inspection and testing.
13. Preparing an operation and maintenance manual. Submitting certified “as built” drawings to the Owner and required regulatory agencies.
14. Assist in conducting a warranty walk-thru.
15. Participation in public meetings and presentations regarding project.

Respondents will be evaluated according to these criteria:

1. Capability to Perform Project (i.e. firm’s history, areas of expertise, address of office that will manage project, length of time in business, firm’s legal structure, firm’s commitment to provide necessary resources to perform and complete project).
(10-30 pts.)
2. Relevant Project Experience (i.e. description of other projects executed by the firm that demonstrate relevant experience. List of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm’s performance on the project).
(10-30 pts.)
3. Qualifications of Project Team (i.e. resumé for the key people assigned to the project including sub consultants. Key personnel roles and responsibilities on this project. Identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact).
(10-30 pts.)
4. Project Approach and Schedule (i.e. the tasks that must be accomplished to complete the project. How the firm proposes to execute the tasks. Unique aspects of the project and alternative approaches the owner might wish to consider).
(10-30 pts.)
5. Selection Committee Interview (optional). Firms should be asked to make brief presentations covering their relevant experience, their understanding of the project’s requirements and their own approach to designing and supervising the job.
(10-30 pts.)

Total Points Possible = 100

Award will be made to the most qualified bidder whose is deemed most advantageous to the City/County/Tribe of _____, all evaluation criteria considered. Unsuccessful bidder will be notified as soon as possible.

Questions and responses should be directed to: Mayor/County Commissioner
City/County
P. O. Box
City, State, Zip

All responses must be postmarked no later than _____ (date). Please state "Project Name - Engineering Services Proposal" on the outside of the response package.

The City Council/County Commission of _____ reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

Exhibit: D

REQUEST FOR PROPOSALS FOR ENGINEERING or ARCHITECTURAL SERVICES
(Published Advertisement)

Publication necessary if grant administrative services are expected to be over \$25,000

The City/County/Tribe of _____ is requesting proposals from qualified engineers to provide engineering and associated services for the design (type of project) .

The City/County/Tribe of _____ is applying for federal assistance to fund the project.

Proposals will be evaluated and ranked on the following criteria. The maximum point value of each criterion is shown in the parentheses:

- | | |
|---|--------|
| 1) Capability to Perform Project | () |
| 2) Relevant Project Experience | () |
| 3) Qualifications of Project Team | () |
| 4) Project Approach and Schedule | () |
| 5) Selection Committee Interview (Optional) | () |

A request for proposals may be obtained from the Office of the _____
 City/County Clerk.

Proposals must be post marked or submitted to the office of the _____
 City/County Clerk by 5:00 p.m. (MST), _____ (date), 200__.

Office of the City/County Clerk
 _____ City Hall/County Courthouse
 Address
 City, State, Zip Code

_____, Chief Elected Official
 (Mayor/County Commissioner Name)

Published:

_____ (date of first publishing)

_____ (date of second publishing)

Exhibit: E

Individual or Summary (Circle One) Evaluation Rating Sheet DESIGN PROFESSIONAL OR ADMINISTRATIVE (CIRCLE ONE) SERVICES *Points in categories must be the same as on RFP							
Name of Bidder	Capability * ____ Pts. Pts. Awarded	Relevant Project Experience * ____ Pts. Pts. Awarded	Qualifications of Project Team * ____ Pts. Pts. Awarded	Project Approach & Schedule * ____ Pts. Pts. Awarded	Selection Committee Interview * ____ Pts. Pts. Awarded	Total Points	Comments
TOTAL							
Rater's Signature and Date: _____							

Exhibit: F

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GRANT ADMINISTRATION CONTRACT

This contract is entered into on _____ (date) _____ by and between the City/County/Tribe of _____, herein referred to as the CITY/COUNTY/TRIBE and (Grant Administrator) _____ herein referred to as the CONTRACTOR,

WITNESSETH:

WHEREAS, the CITY/COUNTY/TRIBE has made application to and has been approved by the Idaho Department of Commerce and Labor, herein referred to as the DEPARTMENT, for the receipt of grant funds under the Rural Community Block Grant Program for purposes of _____; and

WHEREAS, the CITY/COUNTY/TRIBE desires to engage the CONTRACTOR to render certain services related to the administration of the above-described Rural Community Block Grant project; and

WHEREAS, the CITY/COUNTY/TRIBE has complied with provisions for the soliciting of contractors as cited in Idaho Code; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interests of the CITY/COUNTY/TRIBE to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR**
The CITY/COUNTY/TRIBE agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Section 6 in order to provide for the administration and management of the Rural Community Block Grant project for the CITY/COUNTY/TRIBE as approved Idaho Commerce and Labor.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP**
The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY/COUNTY/TRIBE by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such,

neither it nor its employees, if any, are employees of the CITY/COUNTY/TRIBE for purposes of tax, retirement system or social security (FICA) withholding.

3. CONTRACTOR'S INSURANCE

The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

4. LIAISON

The CITY/COUNTY/TRIBE'S designated liaison with the CONTRACTOR is (Name) _____, (Title) _____. The CONTRACTOR'S designated liaison with the CITY/COUNTY/TRIBE is _____ (Name) _____.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Contract takes effect on _____ (Date) _____. The services to be performed by the CONTRACTOR will be completed no later than project closeout.

6. SCOPE OF SERVICES

The CONTRACTOR will perform the following services as outlined in Attachment A.

7. COMPENSATION

For the satisfactory completion of the services to be provided under this Contract, the CITY/COUNTY/TRIBE will pay the CONTRACTOR a sum, not to exceed _____ that the CITY/COUNTY/TRIBE agrees to pay as set forth in Attachment A.

8. CONFLICT OF INTEREST

The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the Rural Community Block Grant project that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the Rural Community Block Grant Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the Rural Community Block Grant rules.

9. MODIFICATION AND ASSIGNABILITY OF CONTRACT

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or

assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY/COUNTY/TRIBE and Idaho Department of Commerce and Labor. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

10. TERMINATION OF CONTRACT. This contract may be terminated as follows:

- (a) Termination due to loss of funding.
In the event that the Department reduces or terminates payments under the Rural Community Block Grant Program so as to prevent the CITY/COUNTY/TRIBE from paying the CONTRACTOR with Rural Community Block Grant funds, the CITY/COUNTY/TRIBE will give the CONTRACTOR written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.
- (b) Termination for Convenience.
The CITY/COUNTY/TRIBE may terminate this contract in whole, or in part, for the convenience of the CITY/COUNTY/TRIBE when both parties agree that the continuation of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The parties shall agree in writing, upon the conditions, effective date, and fair and reasonable payment for work completed.
- (c) Termination for Cause.
 - (i) If the CITY/COUNTY/TRIBE determines that the CONTRACTOR has failed to comply with the terms and conditions of this contract, it may terminate this contract in whole, or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this contract, the CITY/COUNTY/TRIBE may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY/COUNTY/TRIBE may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the CITY/COUNTY/TRIBE by reason of the CONTRACTOR'S failure to comply with this contract.
 - (ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY/COUNTY/TRIBE for damages sustained by the CITY/COUNTY/TRIBE by virtue of any breach of this contract by the CONTRACTOR, and the CITY/COUNTY/TRIBE may withhold any payments to the CONTRACTOR for the

purpose of until such time as the amount of damages due the CITY/COUNTY/TRIBE from the CONTRACTOR is determined.

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY/COUNTY/TRIBE and Idaho Commerce and Labor which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without prior written approval of the CITY/COUNTY/TRIBE and Idaho Commerce and Labor.

12. REPORTS AND INFORMATION

The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the CITY/COUNTY/TRIBE to ensure proper accounting for all project funds. These records will be made available for audit purposes to the CITY/COUNTY/TRIBE or its authorized representative, and will be retained for three years after the expiration of this contract.

13. CONSTRUCTION AND VENUE

This contract will be construed and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the (District Court) in and for the county of _____ state of Idaho.

14. INDEMNIFICATION

The CONTRACTOR waives any and all claims and recourse against the CITY/COUNTY/TRIBE, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the CONTRACTOR'S performance of this contract except for liability arising out of concurrent or sole negligence of the CITY/COUNTY/TRIBE or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY/COUNTY/TRIBE against any and all claims, demands, damages, costs, expenses or liability arising out of the concurrent or sole negligence of the CITY/COUNTY/TRIBE or its officers, agents or employees.

15. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

16. SPECIAL WARRANTY

The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract.

The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of _____ 20____.

(GRANT ADMINISTRATOR AGENCY)

(CITY/COUNTY/TRIBE NAME)

BY: _____

BY: _____

(Grant Administrator's Name and Title)

(Chief Elected Official and Title)

Date: _____

Date: _____

Attest: _____

Attest: _____

ATTACHMENT A

The CITY/COUNTY/TRIBE shall pay _____ (Grant Administrator) _____ for performance of the services described below, a sum not to exceed \$ _____. Duties include, but are not limited to:

A. Project Start Up (30%) \$ _____

1. Prepare final scope of work, schedule, and budget
2. Design and implement project accounting system
3. Review environmental impacts of the project, i.e. floodplain, site contamination

B. Project Management (60%) \$ _____

1. Coordinate efforts of City/County/Tribe, architect/engineer, contractors, and Idaho Department of Commerce and Labor on project activities
2. Provide accounting assistance to the grantee
3. Process payment requests, progress reports, and related source documentation, i.e. invoices
4. Assist in bidding out project and selection of contractor
5. Prepare contract amendments and budget revisions as needed
6. Assist in property acquisition or right of ways and easements as required
7. Assist in selection of engineer or architect as requested
8. Attend construction meetings

(Billings for the project management category may be submitted on a monthly basis or as needed.)

C. Project Completion (10%) \$ _____

1. Submit certificate of substantial completion from engineer/architect and grantee
2. Submit job documentation from the business
3. Complete final financial and performance report

Exhibit: G

Sample Interview Questions

Listed below are a series of questions to be asked of the design professional firm. Questions can be expanded as appropriate. The points determined from this interview are added to the points scored on the written proposal. Interview point total cannot exceed 30 points.

What similar project experience do you have?

What is the firm's capacity to perform the work?

Who will be your lead design professional?

What is the firm's understanding of the project needs?

Discuss the methodology the firm proposes to use in providing the required services.

Discuss the consultants, if any, who may be working with the firm on the project.

Discuss how the firm will handle the planning, design, and construction phases of the project.

How will the firm handle construction cost controls in the design and construction phases?

Discuss the time schedule the firm proposes to complete the necessary preliminary work. As well as the time schedule for the entire project.

Does your firm have the ability to determine accurate construction costs?

Is your firm willing to redesign and re-bid the project to cause award of construction contract within a maximum construction contract cost without additional compensation or reimbursement?

Discuss your methods of determining your compensation.

Identify the last two projects the firm has completed. How many change orders were issued on each of these two projects? Why were the change orders issued?

Exhibit: H

Initial

Owner: _____

Design Professional: _____

Attachment _____

**Rural Community Block Grant Agreement Attachment
Between Owner and Design Professional****1) Time of Performance**

The Design Professional's schedule for preparing and delivering shall be as follows:

a. Draft Bidding Documents and Drawings for review by applicable regulatory agencies and Owner within _____ calendar days of the execution of the agreement between the Owner and Design Professional.

2) Design within Funding Limitations

a. The Design Professional shall perform services required under this Agreement in such a manner so as to cause an award of a Construction Contract(s) that does not exceed \$_____. This fixed limit shall be called the Maximum Construction Contract Cost*. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns, modify the drawings and specifications as necessary, assist in the second bidding process as for the first bidding, to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

*total construction cost including construction contingency plus 10%

b. If this agreement attachment is used in conjunction with EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition, Exhibit F, the "Maximum Construction Contract Cost" shall equal the "Construction Cost limit amount."

3) Presentation to Idaho Economic Advisory Council

The reasonable expenses of travel costs and presentation materials incurred by the Design Professional for the Economic Advisory Council presentation are considered reimbursable expenses not to exceed the maximum amount of \$1,000.

4) Ownership of Document.

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such reuse will be at the sole risk of the Owner without liability to the Design Professional.

5) Reports and Information

The Design Professional will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or its authorized representative, and will be retained for three years after the expiration of this contract.

6) Access to Records

It is expressly understood that the Design Professional's records relating to this contract will be available during normal business hours for inspection by the Owner, Commerce and Labor and if necessary other representatives of

the State of Idaho.

7) Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established between the contractor and the Owner by the terms of this contract. It is understood by the parties hereto that the Design Professional is an independent contractor and as such neither it nor its employees, if any, are employees of the Owner for purposes of tax, retirement system or social security (FICA) withholding.

8) Design Professional's Insurance

The Design Professional warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand (\$500,000) per occurrence, and one million dollars (\$1,000,000) aggregate.

9) Conflict of Interest

The Design Professional warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the Rural Community Block Grant project that would conflict in any manner or degree with the performance of its services hereunder. The Design Professional further covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the Rural Community Block Grant Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the Rural Community Block Grant rules.

10) Modification and Assignment of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The Design professional may not subcontract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the Owner and the Idaho Department of Commerce and Labor. Any subcontractor or assignee will be bound by all of the terms and conditions of the Agreement.

11) Nondiscrimination

The Design Professional will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

12) Environmental Mitigation Requirements

The Design Professional will design the project to comply with mitigation measures as required by federal, state, and local laws and statutes.

Chapter 3 - Section B**Rural Community Block Grant - Construction Process**

This section contains instructions and forms used for procurement procedures that will aid grantees (cities and counties or sub-grantees such as special districts, associations, and non-profits) in the procurement of construction services and/or supply and delivery of materials for Rural Community Block Grant funded projects.

Forms in this appendix include:

- Construction Bid Document Review Certification Form
- Rural Community Block Grant supplemental general condition

Rural Community Block Grant - Construction Procurement

Rural Community Block Grant funded projects are usually the construction of infrastructure (sewer, water, electrical, road, storm water drainage, building, telecommunication, railroads) systems to create or improve services to businesses. Depending on the estimated cost of the project the grantee will need to follow the procedures as described below.

Micro Construction Procedure (estimated project cost under \$25,000)

The Grantee can purchase from any licensed public works contractor believed to provide the best value. For public works construction valued at less than \$10,000, contractors without a public works license may be used.

Small Construction Procedure (estimated project cost between \$25,000 and \$100,000)

The Grantee must submit a written invitation for bids, describing the work to be done, to at least three licensed public works contractors selected by the Grantee. The request should also specify the method for contractors to submit their bid (either by electronic or physical delivery) and the date, time and place by which bids must be received. The Grantee must allow at least three days for prospective bidders to respond and must allow prospective bidders to submit objections to the bidding procedures or specifications up to the day before bids are scheduled to be received. The Grantee must accept the low bid from a qualified, licensed public work contractor (from among the three chosen to submit bids) or reject all bids and go through the process again.

If the Grantee finds it is impractical or impossible to obtain three bids, the Grantee may acquire the work in the manner it deems best from the qualified public works contractor giving the lowest bid. When fewer than three bids are considered, the city needs to document its efforts to obtain three bids.

A written record of the solicitation and bids needs to be documented in the Grantee's file. Documentation must include the invitation to bid, how the invitation was solicited, what contractors were solicited, bids or responses received, and justification for award.

Competitive Sealed Bid Construction Procedure – (estimated project cost over \$100,000)

Category A - Involves competitive bidding for a single construction contract. In the process the bidding documents are prepared by a design professional for the Grantee and advertised formally for qualified contractors. The contractors determine the price, including profit, for which the project can be built. The bids are submitted to the owner. After analysis of the bids, the owner selects a contractor, the lowest responsive and responsible bidder. The selected bidder must be a qualified public works contractor. The contractor then constructs the project in accordance with the contract documents. Follow the steps for a Category A procedure.

Step 1- The design professional prepares bidding documents and invitation to bid for the project. The bidding document is a combination of bidding requirements, contract forms, and conditions to the contract, specifications, drawings, and addenda.



Step 2- Once the design professional has completed the bidding documents and the documents have been reviewed by the appropriate regulatory agency, the grant administrator will need to review and certify the proper clauses, provisions, and forms are included in the bidding document before solicitation. Send certified bid document review form (See Exhibit – Bid Document Certification Review Form) to your Idaho Commerce and Labor project manager along with a copy of the bidding documents and plans fifteen days before bid due date.



Step 3 - As this is a competitive sealed bid procurement, the Grantee is required to solicit the invitation to bid in the local newspaper of general circulation. The notice inviting bids shall set a date and place for the opening of bids. The first publication of the notice shall be at least two weeks before the date of opening the bids. Notice shall be published at least twice, not less than one week apart.

Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city, county or tribe.

Concurrently during solicitation the Grantee will need to hold a Pre-Bid Meeting. The meeting, held before the bid opening, is to allow the bidders the opportunity to view the actual work site, ask questions, and better understand the proposed project. The design professional shall respond to questions in writing through an addendum.



Step 4 - Bid Opening of Competitive Sealed Bids.

- Do not open bids before advertised date and time.
- Publicly open and read aloud bids received.
- Bids will be taken under advisement at this time.
- Do not accept or open late bids.



Step 5 - The Grantee with the assistance of the design professional and grant administrator will need to identify if the bids received are responsive and which bid is the lowest. The design professional should prepare a bid tabulation form and analysis of bids and recommendation for award. Submit the bid tabulation form to your Idaho Commerce and Labor project manager. Determine if lowest responsive bidder is a responsible bidder. Verify contractor's public works license at www2.state.id.us/dbs/publicworks/.



Step 6 - Grantee provides Award Notice letter to successful bidder. Notice should indicate that the bidder will need to submit performance and payment bonds accompanied by power of attorney, and certificates of insurances. Submit proof of award to your Idaho Commerce and Labor project manager.



Step 7 - The Grantee can now proceed with the execution of the construction agreement. Remember it is critical that the agreement form used identifies that the contract documents consist of contract forms, conditions to the contract, specifications, drawings, addenda, and contract modifications/change orders. Think of the agreement form as a clamp that binds the documents together.



Step 8 - Hold the Preconstruction Conference. The conference should include the Grantee, design professionals, contractor, subcontractors, grant administrator, and other funding agency representatives. The conference minutes need to be submitted to your Idaho Commerce and Labor project manager five days after the conference.



Step 9 - Grantee issues Notice to Proceed. The notice should contain start date of the contract and the number of days to complete work or substantial completion date. Submit copy of notice to your Idaho Commerce and Labor project manager.



Step 10 - Procurement does not stop at the Construction Phase. The Rural Community Block Grant program requires at a minimum the following process is implemented.

- Construction progress meeting shall be held during construction. Attendees should include owner, grant administrator, design professional, and contractor.
- Any change orders issued on the project are required to be justified and cost reasonable. Change orders must be discussed with your Idaho Commerce and Labor project manager. Copy of executed change orders need to be sent to Idaho Commerce and Labor. Copies not received may hold up the Rural Community Block Grant progress payment or result in non-payment.

- Progress reports shall accompany all Rural Community Block Grant payment requests.



Step 11 - A pre-final inspection shall be held to determine completion of work to date and quality of work. If all parties determine substantial completion of work has been completed, a certificate of substantial completion shall be executed. Certificate shall be signed by Grantee, design professional, and contractor. The certificate should also contain a list of items to be completed or corrected. Submit certificate to your Idaho Commerce and Labor project manager.



Step 12 - The process of improving infrastructure is dynamic. The Grantee needs to ensure public works staff are properly educated and trained on the new systems. Grantee should receive the Operations & Maintenance manual and “as-built” drawings.



Step 13 - Eleven months after completion of construction the Grantee and Design Professional shall formally inspect work to ensure construction work, materials, and equipment are meeting performance and warranty requirements.

Category B - This process consists of two stages: the first establishing a list of pre-qualified contractors, and the second where sealed bids are submitted from pre-qualified contractors. The Grantees must not deviate from the process established under Idaho statute 67-2805 (3) (b). Contact your Idaho Commerce and Labor project manager if you elect to do this process.

Rural Community Block Grant - Supply and Delivery Procurement

Supply and Delivery Procurement

Rural Community Block Grant funds cannot be used to purchase equipment, fixtures, motor vehicles, furnishing, or other personal property which is not an integral structural fixture. However, if the Grantee is proposing to procure construction materials or an integral structural fixture, the Grantee must first receive approval from Idaho Commerce and Labor and will be required to follow Idaho Statute 67-2806, as summarized below.

Micro Supply and Delivery Procedure (estimated material cost under \$25,000)

The Grantee can purchase from any vendor believed to provide the best value. Internal procedures can guide procedure.

Small Supply and Delivery Procedure (estimated material cost between \$25,000 and \$50,000)

The Grantee must make a written request for bids (by fax, email, mail, or hand delivery) to at least three vendors, describing the materials to be purchased. The request should describe the method for vendors to submit their bids, the date, time and means by which bids must be received by the Grantee and a reasonable time to respond – with a minimum of at least three business days.

When the bids are received, they are compiled and reviewed to determine which bid is the lowest responsive bid. Grantees should award to the lowest responsive bid from a vendor who is determined to be responsible.

If the Grantee determines that it is impractical or impossible to obtain three bids, the Grantee may acquire the materials in the manner it determines best from the qualified vendor quoting the lowest price. When fewer than three bids are considered, the city must document its efforts to obtain at least three bids.

Competitive Sealed Bid Supply and Delivery Procedure (estimated material cost over \$50,000)

The process begins when the Grantee publishes two notices soliciting bids in the local newspaper of general circulation, with the first invitation to bid at least two weeks before bid opening, and the second invitation to bid at least a week prior to bid opening. The invitation must succinctly describe the material to be procured and must state that specifications, bid forms, instructions, contract documents and other information are available upon request for any interested bidder.

The Grantee may require bid security of up to five percent (5%) of the amount of the bid.

Any bid received by the Grantee may not be withdrawn after the time set for opening of bids. Sealed bids should be opened in public at the date, time and place specified in the published invitation to bids. The Grantee should award the contract to the vendor submitting the lowest responsive bid who the Grantee has determined is responsible.

If the Grantee chooses to award to a bidder other than the apparent low bidder, the Grantee must declare its reasons on the record and must communicate these reasons to all vendors submitting bids.

SPECIAL PROCUREMENT NOTES:

Construction and Procurement Document Forms

Idaho Commerce and Labor is flexible with the Grantee using the Engineers Joint Contract Document Committee (EJCDC) forms or American Institute of Architects (AIA) forms or the Grantee's own construction document forms. Idaho Commerce and Labor, however does highly recommend that the chosen forms utilized in the bidding document are reviewed by the Grantee's legal counsel. The EJCDC and AIA provisions can be amended. The Rural Community Block Grant Agreement Attachment between Owner and Design Professional must be part of all design professional contracts.

The Grantee may choose to use their own supply and delivery document forms. If the Grantee does not have forms available, the EJCDC has forms developed for supply and delivery procurement contracts which could be utilized. Forms include instruction to bidders, agreement form, performance bond, general conditions, and supplemental conditions.

Prior Procurement

If the procurement of a grant administrator, design professional, or contractor occurred prior to award of Rural Community Block Grant funding and the grantee plans to use Rural Community Block Grant funds to pay for either of these services, the procurement process must have met Rural Community Block Grant procurement requirements, not be over five years old, and the grantee shall be able to document before Rural Community Block Grant funds can be used to pay for services. There is the possibility that if a pre-qualified list (such as a Request for Qualifications) was established and the process of developing this list met Rural Community Block Grant standards, the grant funds could be expended on services. If this is the case, contact your Idaho Commerce and Labor Project Manager before application submission.

Cities/counties/tribes may accept proposals or bids from companies, non-profits or persons that have provided guidance and technical assistance in establishing the procurement process as long as the process is open and competitive, procurement standards are not unreasonably restrictive, and no conflict of interest exists (as defined by Rural Community Block Grant Administrative rules).

Force Account Labor

If the grantee chooses to use force account labor (their own staff) to administer, design, engineer, inspect, or construct a Rural Community Block Grant project, the grantee must maintain detailed timesheets of hours worked on the project, rate of pay, and signed time sheets. Any force account labor used will need to meet required certification or licensing. The procurement of materials will need to comply with 67-2806.

Pre-Fabricated or Modular Buildings

If a pre-fab or modular building is part of the project, the Grantee will need to ensure the building meets all required building codes including electrical, plumbing, structural, and modular. Contact your local building department about code requirements.

Construction Managers

Grantees may wish to contract with a Construction Manager (individual or firm) to provide the coordination of a construction project. Coordination activities include scheduling, estimating

and approval, coordinate, manage or direct phases of a project for the construction, demolition, alteration, repair or reconstruction of any public work. Process must follow Idaho statute 54-45. Before implementing the construction manager contracting form, contact your Idaho Commerce and Labor Project Manager.

EXHIBITS
Chapter 3- Section B

Rural Community Block Grant - Construction Bid Document Review Certification

Project Name: _____

Grant Number: _____

Below is a list of following Rural Community Block Grant clauses, provisions, or forms that are required to be included in the project bidding documents, with exclusion to the environmental considerations.

_____ Bidding Requirements

- Invitation to Bid
- Instruction to Bidders
- Bid Form (ensure firm fixed bid)
- Bid Security (5%)
- Subcontractor List (ensure HVAC, plumbing, and electrical list with public works license number)

_____ Optional

- Bidder's Qualification
- Supplier's List
- Bidder's Checklist

_____ Contract Forms

- Agreement
- Performance Bond (100%) - may be referenced
- Payment Bond (100%) – may be referenced

_____ General Conditions

- Commercial General Liability
- Worker's Compensation Insurance
- Automobile Insurance
- Administrative, Contractual, or Legal Remedies
- Termination for Cause and for Convenience

_____ Rural Community Block Grant Supplemental General Conditions

- Sign Requirements
- Preconstruction Conference
- Licensing of Contractors
- Environmental Protection
- Clean Air and Water Act
- Endangered Species

- Historic Preservation
- Floodplains
- Reports and Information
- Conflict of Interest
- Access to Records
- Equal Employment Opportunity

____ Drawings and Specifications
____ Engineer or Architect Seal

As the grant administrator I certify that I have reviewed the final bidding documents and find that the necessary Rural Community Block Grant applicable clauses, provisions and forms are included within the _____ (Project Name) _____ bidding documents.

Signed

Dated

RCBG Supplemental General Conditions

These Supplemental General Conditions are intended for use by Rural Community Block Grant recipients.

Sign Requirements

If required by the project owner, the contractor shall supply, erect and maintain a project sign according to the specifications set below:

The sign shall be located prominently at the project site as directed by the project owner for all major construction projects. The sign shall be maintained in good condition and removed six (6) months after the project is completed. The sign shall be identical to the image provided with this bid document.

The contractor may either:

- 1) Paint the sign according to the following specs:
The sign shall be identical to the one included in this bid document in overall appearance and proportion. It is to be 4' x 8' of 3/4" exterior grade MDO plastic sealed plywood, framed with suitable metal edge moldings. Lettering will be of professional quality. Secure sign to posts. All lettering should conform to the electronic file/printout. As illustrated in the sample below:



- 2) Provide the CD and printout to the vendor of your choice. All blue appearing on the sign should be Pantone 288; any green should be Pantone 343. The vendor will generate the image in vinyl and mount it on a weather-resistant 4' x 8' backing such as Econolite, Alupalite, Omega Board, MDO, or equivalent. If mounted on MDO, Omega Board, or an equivalent backing that has unfinished edges, the edges must be framed with suitable molding to prevent delaminating. The sign should then be secured to 4" x 4" x 12' pressure-treated wood posts set 4"-0" into the ground with concrete surrounding each post.

Preconstruction Conference

After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the design professional and owner to discuss any problems anticipated.

Licensing of Contractors

Bidders shall be licensed in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provisions of Title 54, Chapter 19,

Idaho Code as amended. Subcontractors that are required to be listed in the bid proposal shall possess a license of the class and type specified prior to submission of the bid.

Environmental Protection

The Contractor shall comply with all federal, state and local laws and regulations controlling pollution and contamination of the environment. A storm water plan, erosion and sediment control plan, and best management practices shall be followed to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous and toxic materials. Any release of these materials into the environment will require immediate corrective action by the Contractor in accordance with applicable state and federal regulations.

If, during the construction of the project, an underground storage tank, buried drum, other container contaminated soil or debris not scheduled for removal under the contract are discovered, the contract are discovered, the Contractor shall immediately notify the owner and design professional. No attempt shall be made to excavate, open, or remove such material without written approval from the appropriate regulatory agency.

The Contractor shall conduct and schedule his operations and abide by the conditions of any state or federal permit to avoid or minimize impacts on streams, lakes, wetlands, reservoirs, aquifers, and associated fish and wildlife habitat.

Clean Air and Water Act

For all contracts and subcontracts exceeding \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15)

Historic Preservation

If any items of suspected historical or archaeological value are uncovered during construction the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and Idaho Department of Commerce and Labor.

Floodplains

When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain area delineated on the latest Federal Emergency Management Agency Floodplain Map or other appropriate maps.

Reports and Information

The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as requested pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Conflict of Interest

No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

Access to Records

The grantee, Idaho Department of Commerce and Labor, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments.

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed,

and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.